

Whereas, the Parties desire to avoid further litigation of Plaintiffs' claims in this matter;

Whereas, the Parties agree that good cause exists for the execution of this Agreement in light of the mutual assurances provided herein;

Whereas, the Parties agree that all documents in Defendant's possession containing Plaintiffs' customer transaction information have been returned to Plaintiffs;

Whereas, the Parties agree that Defendant is not in possession of any other documents or electronic devices containing Plaintiffs' customer transaction information;

Whereas, the Parties agree that the execution of this Agreement in no way constitutes any admission of any party to any liability in the above-styled and numbered cause;

The Parties accordingly agree as follows:

1. Defendant has produced all documents to Plaintiffs in Defendant's possession containing Plaintiffs' customer transaction information.
2. After a diligent search, Defendant has no other documents or electronic devices in Defendant's possession containing Plaintiffs' customer transaction information.
3. All documents in Defendant's possession containing Plaintiff's customer transaction information or that could have contained Plaintiffs' customer transaction information have been returned to Plaintiffs or otherwise destroyed or deleted.
4. Defendant has never disseminated Plaintiffs' customer transaction information or customer data.
5. Defendant has no access to Plaintiffs' customer transaction information or customer data.
6. Any electronic devices containing or that could have contained Plaintiffs' customer transaction information are no longer in Defendant's possession, custody or control.

7. In consideration for the mutual assurances provided herein, Plaintiffs agree to nonsuit the above-styled and numbered cause with prejudice.

8. The Parties shall bear their own respective costs and attorneys' fees incurred in this matter.

Dated: November 29, 2018.

AGREED AS TO FORM:

By: Ramon Rodriguez with permission
(CSM)
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ATTORNEYS FOR DEFENDANTS

AGREED AS TO SUBSTANCE:

By: 

Thomas Lima

Vice President of Media and Designated Corporate Representative

PLAINTIFFS L IV PERFORMANCE LAB CORPORATION D/B/A GENOSTIM PERFORMANCE LAB, and SAINT ROCH DE VITA, LLC

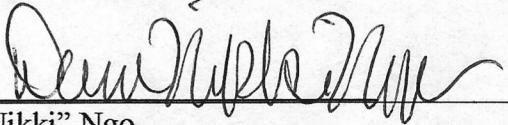
By: _____

Diem "Nikki" Ngo

DEFENDANT DIEM "NIKKI" NGO

AGREED AS TO SUBSTANCE:

By: _____
Thomas Lima
Vice President of Media and Designated Corporate
Representative
**PLAINTIFFS L IV PERFORMANCE LAB
CORPORATION D/B/A GENOSTIM
PERFORMANCE LAB, and
SAINT ROCH DE VITA, LLC**

By:  _____
Diem "Nikki" Ngo
DEFENDANT DIEM "NIKKI" NGO